

Declaration for Patent Application



#7

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter that is claimed and for which a patent is sought on the invention entitled Method for treating neovascularization, the specification of which is attached hereto unless the following box is checked:

- ☐ was filed on 15 August 2001; as United States Application Number or PCT International Application Number US 09/913,528; and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information that is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application, which designated at least one country other than the United States listed below, and have also identified below any foreign application for patent or inventor's certificate, or PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Claimed

9903394.6
(Application No.)

Great Britain
(Country)

15/02/99
(Day/Month/Year Filed)

☒ Yes ☐ No

(Application No.)

(Country)

(Day/Month/Year Filed)

☐ Yes ☐ No

I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below.

(Application No.)

(Filing Date)

(Application No.)

(Filing Date)

I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s), or under § 365(c) of any PCT international application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose information that is material to patentability as defined in 37 C.F.R. § 1.56 that became available between the filing date of the prior application and the national or PCT international filing date of this application.

PCT/IB00/00274
(Application No.)

15 FEBRUARY 2000
(Filing Date)

Pending
(Status - patented, pending, abandoned)

(Application No.)

(Filing Date)

(Status - patented, pending, abandoned)

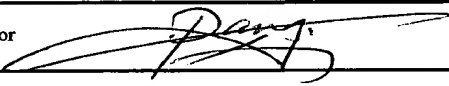
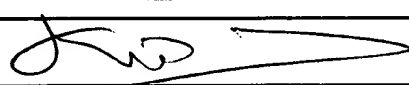
Send Correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Suite 600
Washington, D.C. 20005-3934

Direct Telephone Calls to:

(202) 371-2600

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

1-00	Full name of sole or first inventor: <u>Kian Tiong PANG</u>
	Signature of sole or first inventor  12 November 2001 Date
	Residence: <u>Jurong Town</u> , Singapore <u>SGX</u>
	Citizenship: Republic of Singapore
	Post Office Address: Avimo Electro-Optics Limited, 14 Fifth Lokyang Road, Jurong Town, Singapore 629763
2-00	Full name of second inventor: <u>Joshua BEN-NUN</u>
	Signature of second inventor  12 November 2001 Date
	Residence: <u>MOHAV</u> <u>BEIT-HERUT</u> Israel <u>ILK</u>
	Citizenship: Israel
	Post Office Address: Moshav Beit Cherut, 20291, Israel
	Full name of third inventor
	Signature of third inventor _____ Date
	Residence
	Citizenship
	Post Office Address

POWER OF ATTORNEY FROM ASSIGNEE WITH DELEGATION

Avimo Group Limited, a corporation of the Republic of Singapore, having a principal place of business at 34 Bukit Pasoh Road, Singapore 08948, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on 13 November 2001 of an invention known as Method and apparatus for treating neovascularization (Attorney Docket No. _____), which is disclosed and claimed in a patent application of the same title by the inventor(s) Kian Tiong PANG and Joshua BEN-NUN (said application filed on 15 August 2001 at the U.S. Patent and Trademark Office, having Application Number US 09/913,528).

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The Assignee hereby appoints the following U.S. attorneys to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith: Robert Greene Sterne, Registration No. 28,912; Edward J. Kessler, Registration No. 25,688; Jorge A. Goldstein, Registration No. 29,021; Samuel L. Fox, Registration No. 30,353; David K.S. Cornwell, Registration No. 31,944; Robert W. Esmond, Registration No. 32,893; Tracy-Gene G. Durkin, Registration No. 32,831; Michele A. Cimbalà, Registration No. 33,851; Michael B. Ray, Registration No. 33,997; Robert E. Sokohl, Registration No. 36,013; Eric K. Steffe, Registration No. 36,688; Michael Q. Lee, Registration No. 35,239; Steven R. Ludwig, Registration No. 36,203; Raz E. Fleshner, Registration No. 34,331; John M. Covert, Registration No. 38,759; and Linda E. Alcorn, Registration No. 39,588. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

The Assignee hereby authorizes the U.S. attorneys named herein to accept and follow instructions from Mathys & Squire, 100 Gray's Inn Road, London WC1X 8AL, ENGLAND, as to any action to be taken in the U.S. Patent and Trademark Office regarding this application without direct communication between the U.S. attorneys and the Assignee. In the event of a change in the persons from whom instructions may be taken, the U.S. attorneys named herein will be so notified by the Assignee.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Suite 600
Washington, D.C. 20005-3934
U.S.A.

Direct phone calls to 202-371-2600.

FOR: Avimo Group Limited

SIGNATURE: _____

BY: _____

TITLE: _____

DATE: _____

KULTIP KAUR GILL
COMPANY SECRETARY
14 November 2001

Certificate Under 37 C.F.R. § 3.73(b)

Applicant/Patent Owner: Kian Tiong PANG, Joshua BEN-NUN

Application No./Patent No.: US 09/913,528 Filed/Issue Date: 15 August 2001

Entitled: Method and apparatus for treating neovascularization

Avimo Group Limited, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☒ An Assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s) of the patent application/patent identified above to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.


[NOTE: A separate copy (*i.e.*, the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Date: 15 November 2001

Name: KULTIP KAUR GILL

Title: COMPANY SECRETARY

Signature: 

09913528-121301

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Kian Tiong PANG; and Joshua BEN-NUN, the undersigned inventor(s) hereby sell(s) and assign(s) to Avimo Group Limited (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as Method for treating neovascularization
for which application(s) for patent in the United States of America has (have) been executed by
the undersigned on 13 November 2001
(also known as United States Application No. US 09/913,528
filed 15 August 2001), in any and all applications
thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part
(a), including continuing applications, reissues, extensions, renewals and reexaminations of the
patent application or Letters Patent therefor listed above in part (a), to the full extent of the term
or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any
and all forms of intellectual and industrial property protection derivable from such patent
application, and that are derivable from any and all continuing applications, reissues, extensions,
renewals and reexaminations of such patent application, including, without limitation, patents,
applications, utility models, inventor's certificates, and designs together with the right to file
applications therefor; and including the right to claim the same priority rights from any previously
filed applications under the International Agreement for the Protection of Industrial Property, or
any other international agreement, or the domestic laws of the country in which any such
application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal
representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed
by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s)
and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding
application(s) thereof and also to execute separate assignments in connection with such application(s) as the
Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference
or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation,
divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the
Assignee in every way possible in obtaining evidence and going forward with such interference or patent
enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein
assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

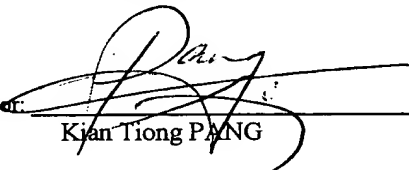
The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912;
Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021;
Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W.
Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A.
Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl,

Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; Raz E. Fleshner, Esquire, Registration No. 34,331; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 13 November 2001

Signature of Inventor:


Kyan Tiong PANG

Date: 13 November 2001

Signature of Inventor:


Joshua BEN-NNN

09:55:12 11/13/01